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October 25, 1991

Sean Mulroney, Esq.
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

Re: Waukegan Coke;
Access Agreement

Dear Sean:

I enclose North Shore's access agreement to conduct RI/FS work at Waukegan Coke. The status of GM's participation is uncertain, but I have included GM for purposes of your review. I have strived to prepare a fair agreement but I have reached a stalemate with OMC. Accordingly, I seek your assistance to convince, and, if necessary, coerce OMC to provide Site access so Waukegan Coke work may proceed on schedule.

Sincerely,



Russell B. Selman

RBS/dn
Enclosure

cc: Peter Kauffman, Esq.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement" or "License"), is made this ____ day of _____, 19 __, by and between OUTBOARD MARINE CORPORATION ("OMC"), NORTH SHORE GAS COMPANY ("North Shore"), and GENERAL MOTORS CORPORATION ("GM") (collectively the "Parties");

WHEREAS, OMC, North Shore and GM have been identified by EPA as potentially responsible parties ("PRPs") pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.* for the Waukegan Manufactured Gas and Coke Plant Site in Waukegan, Illinois, as described in Exhibit A attached hereto, (the "Site");

WHEREAS, EPA and North Shore have entered into an Administrative Order On Consent Re: Remedial Investigation and Feasibility Study for the Site, U.S. EPA Docket No. VW-91-C-085 (the "Order") on August 27, 1990;

WHEREAS, the stated purpose of the Remedial Investigation and Feasibility Study ("RI/FS") is to (1) fully determine the nature and extent of the potential threat, if any, to the public health, welfare and the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants from or at the Site by conducting a Remedial Investigation ("RI"); (2) determine and evaluate alternatives for remedial action to prevent, mitigate or otherwise remedy any release or threatened release of hazardous substances, pollutants or contaminants from or at the Site by conducting a Feasibility Study ("FS"); and

(3) recover response and oversight costs incurred by the United States Environmental Protection Agency ("EPA") and the Illinois Environmental Protection Agency ("IEPA") consistent with the National Contingency Plan ("NCP") 40 C.F.R. § 399 et seq.;

WHEREAS, OMC, by quitclaim deed attached hereto as Exhibit B, holds exclusive title to the fee interest in the real property comprising the Site;

WHEREAS, GM and North Shore have requested permission to enter upon the Site in order to prepare for and conduct the RI/FS; and

WHEREAS, OMC is willing to grant GM and North Shore a license for the above-stated purposes;

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the Parties agree as follows:

1. OMC ("Licensor") hereby grants to GM, North Shore, their respective employees and agents, including contractors and subcontractors, (collectively the "Licensees") a temporary license to enter upon the Site located in Waukegan, Illinois for the purpose of preparing for and conducting any and all activities necessary to implement the RI/FS pursuant to the Order.

2. Licensees shall provide Licensor with a written timetable setting forth the activities to be conducted in the preparation for and implementation of the RI/FS in sufficient detail to allow Licensor to reasonably ascertain the nature and scope of such activities contemplated at the Site. Such timetable shall be transmitted to Licensor within thirty calendar days of the execution of this Agreement. No entry upon the Site will be permitted until Licensor accepts in writing the timetable or EPA approves the timetable, whichever event is earlier in time.

3. Licensees shall conduct all activities set forth in this License in a manner so as to avoid interfering with Licensor's ongoing operations at the Site, including the implementation of a Consent Decree, as amended, entered into between OMC, EPA and IEPA in United States v. Outboard Marine Corp., Nos. 88-C-8571 and 88-C-8572 (N.D. Ill.) ("Consent Decree"). Licensor shall conduct all activities required by the Consent Decree in a manner so as to avoid interfering with Licensee's RI/FS activities at the Site as required by the Order. In the event that Site activities required by the Order or the Consent Decree interfere with the other activities, the Licensor's and Licensee's Project Managers shall initially make best efforts to informally resolve the issue to the satisfaction of the Parties. In the event that such best efforts at informal resolution are unsuccessful, the issue(s) of interference shall be presented to, and solely decided by, the EPA Project Manager.

4. Licensees shall each, at its own cost and expense and prior to any entry upon the Site, obtain the following coverage and shall maintain such coverage during the course of the activities described in this Agreement.

COVERAGE	LIMITS
(1) Employer's Liability	\$1,000,000 each occurrence
(2) General Liability (personal injury)	\$1,000,000 aggregate
(3) General Liability (bodily injury and property damage combined)	\$1,000,000 each occurrence
(4) Automobile Liability (bodily injury and property damage combined)	\$500,000 each occurrence
(5) Workmen Compensation	Statutory

Prior to any entry upon the Site, Licensees shall provide Licensor as evidence of such insurance, certificates of insurance in compliance with the requirements of this paragraph.

5. Licensor shall permit only those employees of Licensees designated by GM and North Shore in writing to enter the Site at reasonable times to conduct the activities set forth in this License. GM and North Shore shall ensure that all employees and any contractor or subcontractor so designated by GM and North Shore possess the proper certifications and training as required under the Order.

6. Licensor shall not be liable for any injuries or damages to persons or property resulting from any acts or omissions of Licensees or any person action on their behalf in carrying out any activities pursuant to the Order. Licensees shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Licensor or any person on its behalf in carrying out any activity under the Consent Decree. The Parties recognize that invasive procedures are mandated by the RI/FS. The Parties agree that all RI/FS work shall be consistent with the Order and/or the direction of the Project Manager. In no event shall Licensees be liable to Licensor, or any other party, for claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, attorneys' fees or other costs and expenses ("Liabilities") arising out of or incident to any property damages or personal injuries, including, but not limited to, emotional or bodily injuries or death, damage to power or sewer lines, devaluation of property, or other claims for payment or liabilities which result from or are caused by RI/FS work conducted by Licensees.

7. Licensees shall provide Licensor with not less than twenty-four hours notice of any sampling to be conducted at the Site, giving details as to the location, time and manner of such sample-taking and shall offer Licensor or its representatives the opportunity to split any samples collected.

8. Licensees shall provide Licensor with all nonprivileged documents which reference, discuss, describe or otherwise concern the activities of Licensees at the Site in the preparation for and completion of the RI/FS pursuant to the Order, including, without limitation, all work plans, field sampling plans, quality assurance plans, health and safety plans, analytical results and data, and reports. Licensor agrees to reimburse GM and North Shore for any and all reproduction costs related to the provision of the above-referenced documents.

9. Licensor shall provide Licensees with all nonprivileged documents which reference, discuss, describe or otherwise concern the activities of Licensor at the Site in preparation for and completion of the Consent Decree, including, without limitations, all work plans, field sampling plans, quality assurance plans, health and safety plans, analytical results and data, and reports. Licensees agree to reimburse Licensor for any and all reproduction costs related to the provision of the above-referenced documents. Further, Licensor agrees to provide Licensee with all sampling reports generated pursuant to paragraph 7.

10. Until the RI/FS work is concluded under Order paragraph XXX, Licensor shall not enter into any conveyance of the Site. No conveyance of the Site shall be consummated by Licensor unless such conveyance includes written notice to the grantee of this Order and any subsequent governmental orders relevant to the environmental remediation of the Site. The written notice shall also include a commitment by the proposed grantee to comply with the obligations of the Order and any subsequent governmental orders relevant to the environmental remediation of the Site.

11. No property of Licensees at the Site shall be deemed a fixture and all such property shall remain the property of the respective Licensee.

12. Licensor hereby specifically consents to and grants all approvals for all action undertaken pursuant to the Order, including, without limitation and by way of example only, the removal of soil, the removal of utility lines and other facilities, and the installation of monitoring wells.

13. This License shall continue in effect until such time as the RI/FS is concluded to the satisfaction of EPA as provided in paragraph XXX of the Order entitled "Termination and Satisfaction." By Termination and Satisfaction of this License, Licensor makes no acknowledgement that the work performed by Licensees is consistent with the National Contingency Plan.

14. The Parties reserve all rights and defenses that they may have individually or collectively pursuant to any available legal authority.

15. The Parties recognize that the Site access provided by this License is necessary to the completion of the RI/FS pursuant to the Order.

16. Failure of Licensees to materially comply with all terms and conditions of this License shall result in immediate revocation by Licensor. Any failure of Licensor to comply with the terms of this License shall make Licensor fully liable for monetary damages to Licensees, including, without limitation and by way of example only, penalties imposed on Licensees by EPA or the IEPA and all costs incurred by Licensees.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

OUTBOARD MARINE CORPORATION

By: _____
D.J. Baddeley
Associate General Counsel
& Secretary

GENERAL MOTORS CORPORATION

By: _____

NORTH SHORE GAS COMPANY

By: _____

OUTBOARD MARINE CORPORATION
CONTACT:

Name J.R. Crawford
(print)

Business Telephone Number (708) 689-5219